December 3, 2008

2008-444-C

196451

**Public Service Commission** Post Office Drawer 11649 Columbia, SC 29211

To whom it may concern:

I am writing to request a hearing with the Public Service Commission. The purpose of the hearing is to request that early termination fees charged by AT&T of SC be dropped. Details of the complaint are below.

On September 19, 2001, I signed the Bellsouth Key Customer Program Subscriber Election (copy attached) for a 36 month term. On October 21, 2004, I signed a renewal agreement for a second 36 month term (copy attached). During late 2007, I received several calls from AT&T representatives requesting that I sign up for another 36 month term. I decided not to extend the agreement, because I was considering closing my office. In August of 2008, I closed my office and cancelled my AT&T service. In September of 2008, I received my last bill from AT&T which included an \$810.00 early termination fee (copy attached). My term agreement ended in 2007. Therefore, the termination charge is not valid. Please schedule a public hearing so that I can provide testimony on this matter.

Best regards. Filos G Dan

Phillip A. Ollar VPO Services, Inc. 456 Pimlico Rd. Greenville, SC 29607

864-373-9572



#### **BellSouth Key Customer Program Subscriber Election**

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has a monthly total billed BellSouth revenue (as defined in the applicable BellSouth tariff) at each such location between \$100 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff, for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 2, below.

2. Subscriber agrees to the following term and discount (Check One):

Monthly BellSouth Total Billed Revenue*	☐ Eighteen (18) Month Term	<ul> <li>✓ Thirty-six (36) Month Term</li> </ul>
\$1,000 - \$3,000.00	14%	18%
\$150 - \$999.99	10%	14%
\$100 - \$149.99	6%	10%
Hunting Bonus Discount	50%	75%

<sup>\*</sup>The total billed revenue consists of end-user monthly total billed BellSouth revenue at qualifying locations excluding nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

- 3. The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses, (Hunting is also defined as Rotary Line Service).
- Subscriber may renew this election agreement for another term, under the same terms and conditions, by providing BeilSouth with written notice of its intent to do so within 30 days prior to the expiration of the initial term of this election, (with exception to those Subscribers participating in North Carolina).
- 5. For each month during which this contract is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth revenue (as defined in the applicable BellSouth tariffs) for that particular month in each state as approved by regulatory authority. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill. All business local service will continue after the election term has expired, after which Subscriber agrees to pay full tariffed charges.
- 6. In the event Subscriber discontinues business local service with BellSouth prior to the expiration of the term. Subscriber shall pay to BellSouth the amount of discounted charges for its local services that the Subscriber had received as a result of Subscriber's participation in the Program. Subscriber is responsible for repayment of all discounts received associated with this election. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applicable.
- 7. In the event Subscriber changes service locations for business local service. Subscriber shall notify their BellSouth Small Business Office to advise of the change in service location.
- 8. In the event Subscriber is switched without authorization by another carrier for business local service. Subscriber must call their BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
- 9. This election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time. Other restrictions may apply pursuant to the tariffs.

SUBSCRIBER: VPO Services, Inc.	7.0- Box 9151, 3 West Lews Plaza, Unit &
By: Penda a Calcar	(Business Address) Gseenville, SC 29604
(Signature) / Phillip A. Ollar	City/State 264-250-1191
Print Name President	(Business Telephone Number) 864-250-1192, 864-232-8368
Title $9-19-01$	(Additional Business Telephone Number(s))  Pollar@VPosearch.com
Date Version 060401	E-Mail Address (optional)

Representative Name Lincoln Brewster

CUID

**Telephone # for Questions 888-408-2987** 

Please return fax to: 866-539-2877

Business E-mail:

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VPO SCAME L. COM

Business Telephone: L 864

1971-036

Greenville, SC 29604-9151

P.O. Box 9151

V. P. O. Service Inc.

Yes! (i understand that my signature constitutes my company's [as set forth below] enrollment in the Key Customer program under this term election agreement, the conditions set forth in the Subscriber Election Carditions and the applicable tariffs. I have outhority to commit my company to this term election agreement. Certain restrictions apply.) Signature: X\_ I want to reduce my local regulated BellSouth bill with the following term election agreement enclosed form. X. 36-month (term length checked below) and understand and agree to the conditions set forth on the ☐ 24-month de Date: 0 104

Please print your name: X ٦: ١١: ٥ アヤロ

Ollar Company Name: X\_

CCL-KEY-8642501191214-1495C5 ZZ6S-U

election agreement New Key Customer term

Please return your signed

reply card by December 8, 2004!

trosident

102004-2: RESPONSE

11/17/2008 15:45

2000



V P O SVC INC PO BOX 9151 GREENVILLE SC 29604-9151

Page Account Number

1 of 5

atat will sent a reco Web Site att.com

Web Site att.com

# orthix Statement

Bill-At-A-Glance		
Previous Bill	396.11	
Payment Received 8-30 Thank You!	396.11CR	
Adjustments	.00	
Balance	.00	
Current Charges	889.08	
Total Amount Due	\$89.08	
Amount Due in Full by	Oct 7, 2008	
FINAL BILL		

## Billing Summary

Questions? Call:	Page		
Plans and Services 1 866 620-6000 PIN: 1975 Repair Service: 1 866 620-6900	1	685.59	
AT&T Long Distance Service 1 866 620-6000	2	178.30	#
AT&T Internet Service 1 888 321-2375	4	25.19	
water and the second			

#### # New services provided and billed

Total Current Charges	889.08

### News You Can Use Summary

- PAYMENT OPTIONS
- NEW AT&T CREDIT CARD
- AT&T WEB HOSTING

See 'News You Can Use' for additional information.

## Plans and Services

**Promotions and Discounts** 

Item

No. 1.	Description SBS Key Customer 2004 36 N Yerm agreement terminated 2008 TAC 009754171	0 40	lice to	810.00 = \$543
	tions and Changes to Service			
	section of your bill reflects ch	arges and credits re	sulting	
Irom	account activity.		Monthly	Amount
No.		Quantity	Rate	Billed
Activ	vity on Aug 30, 2008 or No. CWC096D0			
Char	ges for <b>864 232-8368</b>			
	ices Removed			
	othly Charges were Billed in A			
2.	Prorated from Aug 31, 2008 the Telecommunications Relay Svc	1	.15	.09CR
3.		1	1.01	.57CR
4.		1	6.83	3.87CR
Tota	I Charges for 864 232-8368			4.53CR
(Mor are f	rices Removed  Anthly Charges were Billed in A  Prorated from Aug 31, 2008 thr  Complete Choice® 3 Lines		181.00	102.58CR
Serv	rges for 864 250-1192 rices Removed			
	othly Charges were Billed in A			
are r 6.	Prorated from Aug 31, 2008 thr Telecommunications Relay Svc	ough sep 10, 2000) 1	.15	.09CR
7.	Federal Universal Svc	1	1.01	.57CR
8.	. ===	1	6.83	3.87CR
Tota	l Charges for 864 250-1192			4.53CR
Serv (Moi	rges for 864 250-1191 rices Added nthly Charges were Billed in A Prorated from Aug 31, 2008 thi			
9.	=	1	7.50	4.25
10.	Call Forwarding Don't Answ Ring Control	er 1	3.95	2.24
11.	Business Line	1	44.04	24.96

Local Services provided by AT&T South Carolina.